

EULA for Sony Biotechnology Software

END USER LICENSE AGREEMENT

IMPORTANT: BEFORE USING THE SOFTWARE, PLEASE READ THIS END USER LICENSE AGREEMENT (“EULA”) CAREFULLY. BY USING THE SOFTWARE YOU ARE ACCEPTING THE TERMS OF THIS EULA FOR YOURSELF AND ANY ORGANIZATION ON WHOSE BEHALF YOU ARE USING THIS SOFTWARE. IF YOU DO NOT ACCEPT THE TERMS OF THIS EULA, YOU MAY NOT USE THE SOFTWARE.

This EULA is a legal agreement between you and your organization and Sony Biotechnology Inc. (“SBT”). This EULA governs your rights and obligations regarding application software of SBT and/or its third party licensors (including SBT’s affiliates) and their respective affiliates (collectively, the “THIRD-PARTY SUPPLIERS”), together with any updates/upgrades provided by SBT, any printed, on-line or other electronic documentation for such software, and any data files created by operation of such software (collectively, the “SOFTWARE”).

Notwithstanding the foregoing, any software in the SOFTWARE having a separate end user license agreement (including, but not limited to, GNU General Public license and Lesser/Library General Public License) shall be covered by such applicable separate end user license agreement in lieu of the terms of this EULA to the extent required by such separate end user license agreement (“EXCLUDED SOFTWARE”).

SOFTWARE LICENSE

The SOFTWARE is licensed, not sold. The SOFTWARE is protected by copyright and other intellectual property laws and international treaties.

COPYRIGHT

All right and title in and to the SOFTWARE (including, but not limited to, any images, photographs, animation, video, audio, music, text and "applets" incorporated into the SOFTWARE) is owned by SBT or one or more of the THIRD-PARTY SUPPLIERS.

GRANT OF LICENSE

SBT grants you a limited license to use the SOFTWARE solely in connection with SBT’s hardware device for which SBT supplied such SOFTWARE (“DEVICE”) in the manner recommended by SBT. SBT and the THIRD-PARTY SUPPLIERS expressly reserve all rights, title and interest (including, but not limited to, all intellectual property rights) in and to the SOFTWARE that this EULA does not specifically grant to you. In particular, the SOFTWARE or any part of it may not be used to control, operate or connect with Medical Devices. In this EULA, “Medical Devices” means such as devices as

EULA for Sony Biotechnology Software

fall under Section 201 (h) of the US Federal Food, Drug and Cosmetic Act or equivalent regulations in any country where the SOFTWARE is used.

REQUIREMENTS AND LIMITATIONS

You may not copy, publish, adapt, redistribute, attempt to derive source code, modify, reverse engineer, decompile, or disassemble any of the SOFTWARE, whether in whole or in part, or create any derivative works from or of the SOFTWARE unless such derivative works are intentionally facilitated by the SOFTWARE. You may not modify or tamper with any digital rights management functionality, if any, of the SOFTWARE. You may not bypass, modify, defeat or circumvent any of the functions or protections of the SOFTWARE or any mechanisms operatively linked to the SOFTWARE. You may not separate any individual component of the SOFTWARE for use on more than one DEVICE unless expressly authorized to do so by SBT. You may not remove, alter, cover or deface any trademarks or notices on the SOFTWARE. You may not share, distribute, rent, lease, sublicense, assign, transfer or sell the SOFTWARE. The software, network services or other products other than SOFTWARE upon which the SOFTWARE'S performance depends might be interrupted or discontinued at the discretion of the suppliers (software suppliers, service suppliers, or SBT). SBT and such suppliers do not warrant that the SOFTWARE, network services or other products will continue to be available, or will operate without interruption or modification.

EXCLUDED SOFTWARE AND OPEN SOURCE COMPONENTS

Notwithstanding the foregoing limited license grant, you acknowledge that the SOFTWARE may include EXCLUDED SOFTWARE. Certain EXCLUDED SOFTWARE may be covered by open source software licenses ("OPEN SOURCE COMPONENTS"), which means any software licenses approved as open source licenses by the Open Source Initiative or any substantially similar licenses, including but not limited to any license that, as a condition of distribution of the software licensed under such license, requires that the distributor make the software available in source code format. If and to the extent disclosure is required, please visit www.sony.com/linux or other SBT-designated web site for a list of applicable OPEN SOURCE COMPONENTS included in the SOFTWARE from time to time, and the applicable terms and conditions governing its use. Such terms and conditions may be changed by the applicable third party at any time without liability to you. To the extent required by the licenses covering EXCLUDED SOFTWARE, the terms of such licenses will apply in lieu of the terms of this EULA. To the extent the terms of the licenses applicable to EXCLUDED SOFTWARE prohibit any of the restrictions in this EULA with respect to such EXCLUDED SOFTWARE, such restrictions will not apply to such EXCLUDED SOFTWARE. To the extent the terms of the licenses applicable to OPEN SOURCE COMPONENTS require SBT to make an offer to provide source code in connection with the SOFTWARE, such offer is hereby made.

EULA for Sony Biotechnology Software

INTERNET CONNECTIVITY AND THIRD PARTY SERVICES

You acknowledge and agree that access to certain SOFTWARE features may require an Internet connection for which you are solely responsible. Further, you are solely responsible for payment of any third party fees associated with your Internet connection, including but not limited to Internet service provider or airtime charges. Operation of the SOFTWARE may be limited or restricted depending on the capabilities, bandwidth or technical limitations of your Internet connection and service. The provision, quality and security of such Internet connectivity are the sole responsibility of the party providing such service, not SBT. You hereby agrees to make its system available for remote support and consents to SBT or SBT's agents connecting through the internet with your system for remote diagnostic, update, upgrade, and repair purposes.

EXPORT AND OTHER REGULATIONS

You agree to comply with all export and re-export restrictions and regulations of the US Department of Commerce and other United States or other governmental agencies and authorities, and not to transfer, or authorize the transfer, of the SOFTWARE to a prohibited country or otherwise in violation of any such restrictions or regulations.

U.S. GOVERNMENT RESTRICTED RIGHTS

Use, duplication, or disclosure by the United States Government is subject to restriction as set forth in subparagraph (c) (1) and (2) of the Commercial Computer Software-Restricted Rights at 48 C.F.R. § 52.227-19, as applicable. The manufacturer solely for purposes of this section is Sony Biotechnology Inc, 1730 North First Street, 2NW, San Jose, California 95112.

HIGH RISK ACTIVITIES

The SOFTWARE is not fault-tolerant and is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, Medical Devices or weapons systems, or other situations in which the failure of the SOFTWARE could lead to death, personal injury, or severe physical or environmental damage ("HIGH RISK ACTIVITIES"). SBT, each of the THIRD-PARTY SUPPLIERS, and each of their respective affiliates specifically disclaim any express or implied warranty, duty or condition of fitness for HIGH RISK ACTIVITIES.

EXCLUSION OF WARRANTY ON SOFTWARE

You acknowledge and agree that use of the SOFTWARE is at your sole risk and that you are responsible

EULA for Sony Biotechnology Software

for use of the SOFTWARE. The SOFTWARE is provided "AS IS," without warranty, duty or condition of any kind.

SBT AND EACH OF THE THIRD-PARTY SUPPLIERS (for purposes of this Section, SBT and each of the THIRD-PARTY SUPPLIERS shall be collectively referred to as "SBT") EXPRESSLY DISCLAIM ALL WARRANTIES, DUTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. SBT DOES NOT WARRANT OR MAKE ANY CONDITIONS OR REPRESENTATIONS (A) THAT THE FUNCTIONS CONTAINED IN ANY OF THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THEY WILL BE UPDATED, (B) THAT THE OPERATION OF ANY OF THE SOFTWARE WILL BE CORRECT OR ERROR-FREE OR THAT ANY DEFECTS WILL BE CORRECTED, (C) THAT THE SOFTWARE WILL NOT DAMAGE ANY OTHER SOFTWARE, HARDWARE OR DATA, (D) THAT ANY SOFTWARE, NETWORK SERVICES (INCLUDING THE INTERNET) OR PRODUCTS (OTHER THAN THE SOFTWARE) UPON WHICH THE SOFTWARE'S PERFORMANCE DEPENDS WILL CONTINUE TO BE AVAILABLE, UNINTERRUPTED OR UNMODIFIED, AND (E) REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SBT OR AN AUTHORIZED REPRESENTATIVE OF SBT SHALL CREATE A WARRANTY, DUTY OR CONDITION OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. SHOULD THE SOFTWARE PROVE DEFECTIVE YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THESE EXCLUSIONS MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY

SBT AND EACH OF THE THIRD-PARTY SUPPLIERS (for purposes of this Section, SBT and each of the THIRD-PARTY SUPPLIERS shall be collectively referred to as "SBT") SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR UNDER ANY OTHER LEGAL THEORY RELATED TO THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES ARISING OUT OF LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF USE OF THE SOFTWARE OR ANY ASSOCIATED HARDWARE, DOWN TIME AND USER'S TIME, EVEN IF ANY OF THEM HAVE

EULA for Sony Biotechnology Software

BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, EACH AND ALL OF THEIR AGGREGATE LIABILITY UNDER ANY PROVISION OF THIS EULA SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID FOR THE SOFTWARE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

UPDATES

From time to time, SBT or the THIRD-PARTY SUPPLIERS may update or otherwise modify the SOFTWARE, including, but not limited to, for purposes of error correction and improvement of functions. Such updates or modifications may delete or change the nature of features or other aspects of the SOFTWARE, including, but not limited to, functions you may rely upon. You acknowledge and agree that such updates are made at SBT's sole discretion and that SBT may condition continued use of the SOFTWARE upon your complete installation or acceptance of such update or modifications. Any updates/modifications shall be deemed to be, and shall constitute part of, the SOFTWARE for purposes of this EULA. By acceptance of this EULA, you consent to install and use such update/modification if required by SBT.

ENTIRE AGREEMENT, WAIVER, SEVERABILITY

This EULA as amended and modified by SBT from time to time, constitutes the entire agreement between you and SBT with respect to the SOFTWARE. The failure of SBT to exercise or enforce any right or provision of this EULA shall not constitute a waiver of such right or provision. If any part of this EULA is held invalid, illegal, or unenforceable, that provision shall be enforced to the maximum extent permissible so as to maintain the intent of this EULA, and the other parts will remain in full force and effect.

JURISDICTION, JURY TRIAL WAIVER

The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this EULA. Furthermore, this EULA will not be governed or interpreted in any way by referring to any law based on the Uniform Computer Information Transactions Act (UCITA) or any other act derived from or related to UCITA. This EULA, any disputes or claims arising out of or related to this EULA and your relationship with SBT under this EULA, shall be governed by and construed in accordance with the laws of the State of California, United States, without regard to its conflict of laws principles. Any and all disputes or claims arising out of or relating to this EULA or your relationship with SBT under this EULA shall be determined by arbitration in San Jose, California, before three (3) impartial arbitrators, in accordance with the laws of the State of California, United States, without regard to its conflict of laws principles. If you reside in the United States, the arbitration shall be administered by JAMS and the

EULA for Sony Biotechnology Software

arbitrators shall be selected pursuant to the rules and procedures of JAMS. If you reside outside the United States, the arbitration shall be administered by ICC and the arbitrators shall be selected pursuant to the rules and procedures of ICC. The parties shall bear their own costs and expenses, including attorneys' fees, but the arbitrators may, in the award, allocate all of the administrative costs of the arbitration, including the fees of the arbitrators, against the party who did not prevail. The decision of the arbitrators shall be final and non-appealable. Judgment on any award may be entered in any court having competent jurisdiction. EXCEPT TO THE EXTENT PROHIBITED BY LAW, SBT AND YOU EXPRESSLY WAIVE TRIAL BY JURY WITH RESPECT TO ANY MATTERS OR DISPUTES ARISING UNDER OR RELATING TO THIS EULA. Any claim or cause of action arising under this EULA must be commenced within one (1) year after the claim or cause of action arises.

EQUITABLE REMEDIES

Notwithstanding anything contained in this EULA to the contrary, you acknowledge and agree that any violation of or non-compliance with this EULA by you will cause irreparable harm to SBT, for which monetary damages would be inadequate, and you consent to SBT obtaining any injunctive or equitable relief that SBT deems necessary or appropriate in such circumstances. SBT may also take any legal and technical remedies to prevent violation of and/or to enforce this EULA, including, but not limited to, immediate termination of your use of the SOFTWARE, if SBT believes in its sole discretion that you are violating or intend to violate this EULA. These remedies are in addition to any other remedies SBT may have at law, in equity or under contract.

TERMINATION

Without prejudice to any of its other rights, SBT may terminate this EULA if you fail to comply with any of its terms. In case of such termination, you must: (i) cease all use, and destroy any copies, of the SOFTWARE; (ii) comply with the requirements in the section below entitled "Your Account Responsibilities".

AMENDMENT

SBT RESERVES THE RIGHT TO AMEND ANY OF THE TERMS OF THIS EULA AT ITS SOLE DISCRETION BY POSTING NOTICE ON A SBT DESIGNATED WEB SITE, BY EMAIL NOTIFICATION TO AN EMAIL ADDRESS PROVIDED BY YOU, BY PROVIDING NOTICE AS PART OF THE PROCESS IN WHICH YOU OBTAIN UPGRADES/UPDATES OR BY ANY OTHER LEGALLY RECOGNIZABLE FORM OF NOTICE. If you do not agree to the amendment, you should promptly contact SBT for instructions. Your continued use of the SOFTWARE after the effective date of any such notice shall be deemed your agreement to be bound by such amendment.

EULA for Sony Biotechnology Software

THIRD-PARTY BENEFICIARIES

Each THIRD-PARTY SUPPLIER is an express intended third-party beneficiary of, and shall have the right to enforce, each provision of this EULA with respect to the SOFTWARE of such party.

YOUR ACCOUNT RESPONSIBILITIES

Should you return your DEVICE, sell or otherwise transfer your DEVICE, or if this EULA is terminated, you must uninstall the SOFTWARE from the DEVICE if requested by SBT and delete any and all accounts you may have established on DEVICE or are accessible through the SOFTWARE, unless in the case of a transfer with all related DEVICES you have obtained legally binding agreement of any transferee of the EULA to these terms for the benefit of SBT. You are solely responsible for maintaining the confidentiality of any accounts you have with SBT or third parties and any usernames and passwords associated with your use of the DEVICE.

Should you have any questions concerning this EULA, contact SBT by writing to SBT at: Sony Biotechnology Inc, 1730 North First Street, 2NW, San Jose, California 95112.

Copyright © 2015 Sony Biotechnology Inc. All rights reserved.